Commercial Property Standard Enquiries

CPSE.6 (version 1.3) Supplemental pre-contract enquiries for property subject to residential tenancies

Conditions of use

This document may be used free of charge subject to the Conditions in GN/CPSE (version 3.3) *Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller:	Brymore No 1 Ltd
Buyer:	
Property:	53 Warminster Road, London, SE25 4DQ
Development (if appropriate):	Not applicable
Transaction:	Sale of Property
Seller's solicitors:	Addleshaw Goddard LLP
Buyer's solicitors:	
Date:	**19 December 2023**

NOTE: THESE CPSE 1 REPLIES ARE PROVIDED FOR INFORMATION ONLY AND NO RELIANCE CAN BE PLACED ON THEM.

© 2019 Thomson Reuters All rights reserved

Interpretation

The section on Interpretation in CPSE.1 is incorporated in this document and the following interpretations also applies:

1995 Act means the Landlord and Tenant (Covenants) Act 1995

Consent refers to an approval, a licence or a permission (whether of the Landlord, any superior landlord or any other person)

Housing Act Licence means an HMO licence (under Part 2 of the Housing Act 2004) or a selective licence (under Part 3 of the Housing Act 2004)

Landlord includes licensor

Let Unit means any Lettable Unit which, at the date of the replies to these enquiries, is the subject of at least one current Tenancy

Lettable Unit means any part of the Property used or intended for separate occupation for residential (not commercial) purposes

Rent includes licence fee but does not include service charge or insurance premiums or other sums reserved as rent

Tenancy refers to any arrangement for the occupation of any Lettable Unit (whether that is a lease, underlease, licence or an agreement for a lease or licence)

Tenancy Documents (in relation to each Tenancy) refers to the instrument creating that Tenancy and any of the following that relate to it: charges, mortgages, surrenders, variations, side letters, undertakings, applications, Consents, memoranda, registrations, notices, rent deposit deeds, orders, guarantees, concessions, franchise agreements, counsel's opinions, arbitrators' or experts' decisions

Tenant includes subtenant and licensee

Instructions

Section 1 (enquiries 1-3) relates only to those parts of the Property that are not Let Units.

Section 2 (enquiries 4-19) relates only to Let Units.

© 2019 Thomson Reuters All rights reserved

Contents

	Enquiry	Page
	Interpretation	
	SECTION 1 ENQUIRIES: UNLET PARTS OF THE PROPERTY	
1	Voids	1
2	Common parts	1
3	Retained parts	1
	SECTION 2 ENQUIRIES: TENANCIES OF LET UNITS	
4	Basic details of the Tenancies	1
5	Rent and Rent review	2
6	Alterations and redecoration	4
7	Enforceability of Tenants' covenants	4
8	Outstanding obligations and variations	5
9	Security deposits, guarantees and bonds	5
10	Service charges and management	6
11	Insurance	10
12	Disputes, complaints and enforcement	10
13	Enfranchisement and extension	10
14	Residential tenants' rights of first refusal	11
15	Rent Act 1977 tenancies	12
16	Secure tenancies	13
17	Long leases	14
18	Assured tenancies and assured shorthold tenancies	14

© 2019 Thomson Reuters All rights reserved

SECTION 1 ENQUIRIES: UNLET PARTS OF THE PROPERTY

1 Voids

1.1 Please identify all Lettable Units which are not currently Let Units.

Flat H is not currently let. Tenant vacated on 13 December 2023

1.2 In relation to each such Lettable Unit, please explain how any previous Tenancy was ended, why there is no current Tenancy and tell us whether anyone is currently expressing an interest in taking a Tenancy of it.

Previous tenant of Flat H vacated on 13 December 2023. The Tenant gave notice of vacating on 20 November 2023. The Flat is currently being marketed for rental.

2 Common parts

2.1 Please identify any areas of the Property which are common parts, being parts which are not Lettable Units and which are intended to be used in common by the occupiers of the Property.

Common halls, staircases, garden and cupboards.

2.2 Is use and maintenance of the common parts governed by any arrangements other than the terms of the Tenancies of the Let Units? If so, please provide details.

No

3 Retained parts

3.1 Please identify any areas of the Property that are neither Lettable Units nor common parts.

None

3.2 Are any of these areas designed or intended for commercial use? If so, please specify which.

No

3.3 Are any of these areas occupied and, if so, on what basis?

N/A

SECTION 2 ENQUIRIES: TENANCIES OF LET UNITS

4 Basic details of the Tenancies

4.1 If not already supplied, please supply a copy of the Tenancy Documents (including any inventory or schedule of condition) for each current Tenancy.

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

Please refer to documents disclosed in the data room.

4.2 Please supply a schedule of the current Tenancies of all the Let Units, indicating, in relation to each such Tenancy (unless disclosed by the Tenancy Documents supplied):

(a) the Let Unit that the Tenancy relates to;

(b) the name of the current Tenant;

(c) the name of the current occupier;

(d) the current use;

(e) whether or not the Tenancy is in writing; and

(f) the relevant statutory regime (as described in enquiries 15-18) which the Seller believes applies to that Tenancy.

Please refer to documents disclosed in the data room.

4.3 Please provide the following information for each current Tenancy:

(a) details of any informal arrangements with the Tenant that are not disclosed by the Tenancy Documents supplied, including any Consents to the grant of the Tenancy or given under the Tenancy;

(b) details of any waiver of any of the terms of any of the Tenancy Documents supplied;

(c) details of any applications for Consent made by the Tenant that are currently being considered;

(d) details of any negotiations for the surrender, renewal of variation of the Tenancy and any terms agreed; and

(e) confirmation that the Tenant has not indicated, formally or informally, any intention to vacate.

The Seller will continue to manage the Property in its usual course of business. See draft sale contract.

4.4 For each current Tenancy, please answer whichever of enquiries 15 to 18 are relevant to the statutory regime applicable to that Tenancy.

Confirmed

5 Rent and Rent review

In relation to each current Tenancy:

5.1 Please state:

(a) the amount of the Rent currently payable;

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

(b) whether the Rent is paid in pounds sterling;

(c) who pays the Rent;

(d) whether the Tenant is paying the Rent with the help of housing benefit and, if so whether the benefit is paid to the Landlord or to the Tenant. Where Rent is being paid with the help of housing benefit paid directly to the Landlord, please confirm that, on completion, you will provide us with a letter authorising the local authority to pay future housing benefit direct to the Buyer.

(e) whether the Rent is paid by banker's order or direct debit; and

(f) to whom rent demands are sent?

Please refer to documents disclosed in the data room. The Seller does not know whether the tenant is in receipt of housing benefit. Rent is paid electronically.

5.2 Except where apparent from the Tenancy Documents supplied, please give details of any rent concessions, deferments, abatements, reverse premiums on the grant of a lease and other inducements given.

None.

5.3 Please supply a schedule of outstanding rent arrears and a record of rent payments over the last 3 years.

To follow.

5.4 Please confirm that:

(a) any rent reviews have taken place strictly in accordance with the terms of the relevant Tenancy;

(b) any notices and applications for arbitration or for determination by an expert of any current rent reviews have been made on time; and

(c) any rent review settlements have been satisfactorily evidenced in accordance with the terms of the relevant Tenancy (or provide details of any settled rent review which has not been evidenced in this way).

Please refer to documents disclosed.

5.5 In respect of any rent reviews that are currently being negotiated, please state the present position and provide copies of all notices and correspondence.

N/A

5.6 Except where apparent from the Tenancy Documents supplied:

(a) has any Tenant made any improvement to the Let Unit which is to be ignored on rent review;

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

(b) since the original letting of the Let Unit have there been any alterations to its internal layout or physical arrangement or appearance which might affect the level of rent achievable; and

(c) are there any other circumstances which any Tenant has claimed have the effect of reducing the rental value of the Let Unit?

N/A

6 Alterations and redecoration

In relation to each current Tenancy:

6.1 Please state when redecoration of the Let Unit was last carried out:

(a) externally; and

(b) internally.

External and internal works were carried out earlier in 2023 but the Buyer should rely on their own inspection of the Property.

6.2 (If not apparent from the Tenancy Documents supplied) please give details of any works carried out by the Tenant to the Let Unit since the date of the Tenancy or any agreement for the Tenancy and indicate (in respect of these works) whether they were authorised by a Landlord's licence (where required).

The Seller is not aware of there being any.

7 Enforceability of Tenants' covenants

In relation to each current Tenancy:

7.1 Please state whether it was dated on or after 1 January 1996 and, if so, was granted pursuant to an agreement, an option or a court order made before that date?

Please refer to documents disclosed. The Seller is not aware of any tenancy having been granted pursuant to any agreement, option or court order.

7.2 Please confirm whether any former Tenants or their guarantors are still liable under any Tenancy by reason of an excluded assignment as defined in section 11 of the 1995 Act?

No

7.3 With reference to section 17 of the 1995 Act please:

(a) supply full names and current addresses of any persons contingently liable for any fixed charge payable under the Tenancy as defined in section 17;

(b) provide copies of all section 17 notices which have been issued for claims which remain unpaid; and

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

(c) give details of all claims currently outstanding which are required to be the subject of a section 17 notice.

None

7.4 Please give details of anyone entitled to claim an overriding lease under section 19 of the 1995 Act and give details of any claim made even if it has been abandoned or withdrawn.

N/A

8 Outstanding obligations and variations

In relation to each current Tenancy:

8.1 Please confirm there are no outstanding obligations on the part of either the Landlord or the Tenant under any agreement for lease under which any Tenancy was granted. If there are such outstanding obligations, please supply details.

No agreements for lease have been entered into by the Seller

8.2 Except where apparent from the Tenancy Documents supplied, please give details of any variations to any Tenancy of a Let Unit and when and how they were effected.

None

9 Security deposits, guarantees and bonds

In relation to each current Tenancy:

9.1 Except where apparent from the Tenancy Documents supplied, please state whether a sum has been deposited by the Tenant as security for, or on account of payment of Rent or performance of any obligation. If yes, please state:

(a) who holds the security deposit and where;

(b) the amount currently held by way of security deposit (including any interest which has accrued on it);

(c) whether any claim has been made against that security deposit. If yes, please give details; and

(d) whether you are aware of any dispute or issues that you believe may lead to a dispute in relation to the repayment to the Tenant of the security deposit.

The following TDS deposits are held: Flat A – £1,673.07 Flat B – £1,673.00 Flat D – £1,960.00

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

Flat E – £1,615.38

Flat G – £1,615.38

Full details on the auction site

9.2 If the Tenancy is considered to be an assured tenancy or assured shorthold tenancy under the Housing Act 1988 (as amended by the Housing Act 1996) **and** the security deposit was paid by the Tenant (or retained by the Landlord on a renewal of the Tenancy) on or after 6 April 2007, please state, in addition to the information supplied in the reply to enquiry 9.1:

(a) under which deposit scheme the security deposit is held;

(b) the reference details for the deposit with that scheme;

(c) if the security deposit is lodged with a custodial scheme, whether it was lodged within the time period required by law;

(d) whether the Landlord gave the Tenant the information prescribed by section 213 of the Housing Act 2004 and did so within the time period required by law; and

(e) whether the Tenant has made any County Court claim for failure to protect the security deposit or to provide prescribed information.

Please refer to documentation provided on the auction site.

9.3 Except where apparent from the Tenancy Documents supplied, please give details of any guarantees or bonds given by a third party (eg a bank) in relation to a Tenant's obligations.

N/A

9.4 In relation to all guarantees or bonds given by a third party (eg a bank) in relation to a Tenant's obligations please:

(a) confirm that no claim has been made under these arrangements; and

(b) confirm there has been no release or discharge of any such third party, whether expressly or by operation of law.

N/A

10 Service charges and management

10.1 Has the right to manage been exercised in relation to the Property or any part of it?

No.

10.2 Is there a recognised tenants' association? If so, please provide the name and address of the secretary.

No.

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

10.3 Has the Landlord complied with all its obligations under the Landlord and Tenant Act 1985? In particular:

(a) If the Landlord has carried out qualifying works to the Property (as determined under s20(3) of the Landlord and Tenant Act 1985) or entered into a long term agreement for the provision of services to the Property:

(i) did the Landlord consult the Tenants before doing so;

(ii) was any notice put, or is such a notice required to be put, in OJEU in respect of those major works or long term contract? and

(iii) please supply details of the works and/or long term agreement.

(b) in relation to any service charge demand sent to a Tenant on or after 1 October 2007, did the Landlord serve on the Tenant a formal summary of the Tenant's rights and obligations in the prescribed form?

(c) has any Tenant exercised its rights under section 21 of the Landlord and Tenant Act 1985 to seek a summary of the service charge expenditure or under section 22 of the Landlord and Tenant Act 1985 to inspect the service charge accounts? If so, which Tenant(s), and did the Landlord comply as required by that Act?

(d) is there any pending application by the Landlord to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal)?

N/A

10.4 Has any recognised tenants' association served notice under section 30B of the Landlord and Tenant Act 1985 asking to be consulted about, or to receive details of, any managing agents for the Property?

N/A

10.5 Have the Tenants exercised their rights to a management audit under section 76 of the Leasehold Reform, Housing and Urban Development Act 1993?

N/A

10.6 Have the Tenants of any long leases (as defined in enquiry 17) exercised either:

(a) the right to appoint a manager under section 21 of the Landlord and Tenant Act 1987; or

(b) the right to manage under the Commonhold and Leasehold Reform Act 2002?

N/A

10.7 Unless apparent from the Tenancy Documents supplied, what is the service charge accounting period?

There is no service charge in place.

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

10.8 Please give details of the annual service charge (for the Property as a whole) for the last 3 years (or longer if available) including copies of all certificates, auditors' reports, accounts and other documents relating to its calculation and apportionment.

See response to 10.7.

10.9 Please supply all of the following:

(a) a schedule of any services you provide to the Property and a breakdown of the costs of each service;

(b) details of any planned maintenance programme and projected expenditure;

(c) details of any sinking fund or reserve account and confirmation of whether it is held in a separate trust account; and

(d) details of the estimated annual service charge for the current period for the Property as a whole (not each Lettable Unit).

See response to 10.7.

10.10 In relation to each Let Unit please state:

(a) what proportion of the service charge is attributed to that Let Unit and how that proportion is calculated;

(b) whether there has been any variation of this proportion and whether any is contemplated;

(c) whether there are any capping or weighting provisions agreed with the Tenants; and

(d) whether there have been any disputes regarding the proportions payable?

See response to 10.7.

10.11 Please confirm that, if the Property were fully let then the total cost of providing the services would be recoverable from the Tenants of the Let Units. How do you deal with the proportion of service charge attributable to any Lettable Units that are not currently Let Units?

See response to 10.7.

10.12 If there are service charge arrears for any Let Unit please:

(a) state what sums are currently due but are unpaid; and

(b) provide a schedule of all service charge arrears over the past 3 years.

See response to 10.7.

10.13 Please supply:

(a) details of any expenditure that has been incurred by you in providing services to the Property since the end of the last Service Charge year; and

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

(b) copies of any estimates received in relation to service charge expenditure for the current Service Charge year, or from service charge contractors and evidence of consultation with the Tenants in respect of such expenditure.

See response to 10.7.

10.14 Except as already disclosed, have there been any complaints or disputes relating to the service charge? If yes, please give details, including in relation to any applications made to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal) or to the court in respect of such complaints or disputes.

See response to 10.7.

10.15 Except as already disclosed, please provide copies of the following:

(a) any insurance policies and service and maintenance contracts for lifts and plant at the Property;

(b) any contracts for the provision of cleaning, security and other services at the Property; and

(c) contracts for the supply of gas, electricity, oil or other fuel to the Property.

The Seller has no such policies or contracts.

10.16 Please give details of:

(a) any managing agents; and

(b) any permanent staff employed for on-site management of the Property.

Managing Agent - Add Living Ltd of 6 Heddon Street, London, England, W1B 4BT

10.17 What regulations have you made for the use and management of the Property that are not set out in the Tenancy Documents supplied?

None.

10.18 Please supply copies of any correspondence between you and any Tenant in relation to the Control of Asbestos Regulations 2012 or comparable predecessor regulations.

None.

10.19 Please supply copies of any correspondence between you and any Tenant in relation to any costs and expenses arising as a result of the Carbon Reduction Commitment Energy Efficiency Scheme in relation to the Property or, if appropriate, in relation to the building of which the Property forms part.

None.

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

11 Insurance

11.1 Please state:

(a) what proportion of the insurance costs for the Property is allocated to each Lettable Unit and how that proportion is calculated;

(b) whether there has been any variation of this proportion for any Lettable Unit and whether any is contemplated;

(c) whether there have been any disputes regarding the proportions payable;

(d) what sums in respect of insurance costs for the Property are due but currently unpaid; and

(e) whether any Tenants have exercised their rights under section 30A of the Landlord and Tenant Act 1985 to require a summary of the insurance, or to inspect the policy of insurance, relating to the Property or the Let Unit?

To follow.

11.2 What, if any, arrangements have been made to exclude the insurer's right of subrogation against any of the Tenants?

To follow.

12 Disputes, complaints and enforcement

In relation to each current Tenancy:

Except as already disclosed in replies to CPSE.1 or in reply to other enquiries in this CPSE.6, please give details of:

12.1 any disputes or complaints whether or not resolved; and

12.2 any breaches or alleged breaches of covenant including details of any waiver whether express or implied.

None.

13 Enfranchisement and extension

13.1 Have any notices been served under any of the following:

(a) Part I of the Leasehold Reform Act 1967;

(b) Part I of the Leasehold Reform, Housing and Urban Development Act 1993; or

(c) Part II of the Leasehold Reform, Housing and Urban Development Act 1993?

No.

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

13.2 Please provide full details of any notice referred to in the reply to enquiry 13.1, including a copy of the notice, any counternotice and all subsequent correspondence.

N/A

14 Residential tenants' rights of first refusal

In this enquiry, references to the Building are references to the Property or to the building of which the Property forms part, and references to the LTA 1987 are references to Part I of the Landlord and Tenant Act 1987, as amended.

14.1 Does the Building contain two or more flats, as defined by section 60(1) of the LTA 1987? If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

Yes

14.2 Are two or more of the flats in the Building held by qualifying tenants, as defined in section 3 of the LTA 1987? If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

No

14.3 Does the number of flats in the Building held by qualifying tenants exceed 50% of the total number of flats (whether let or not)? Please supply full details of:

(a) the number of flats in the Building;

(b) those flats which are let and those which are unlet; and

(c) which tenants are and are not qualifying tenants and why.

If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

N/A

14.4 If part only of the Building is used for residential purposes, does the internal floor area of that part represent 50% or more of the internal floor area of the Building as a whole (disregarding common parts)?

Please give details of the areas of that part of the Building used for residential purposes and of the remainder of the Building.

If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

N/A

14.5 Is the Landlord any of the following:

(a) an exempt landlord (as defined in section 58(1) of the LTA 1987);

(b) a resident landlord (as defined in section 58(2) of the LTA 1987); or

(c) a landlord who is not the immediate landlord of the qualifying tenants (except in the circumstances specified in section 2(2) of the LTA 1987)?

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

N/A

14.6 Please supply copies of all notices and responses to notices served or received by you (or, to your knowledge, any predecessor in title) in respect of the Building pursuant to the LTA 1987, together with copies of all correspondence sent or received by you (or, to your knowledge, any predecessor in title) in respect of the Building relating to the LTA 1987.

None.

15 Rent Act 1977 tenancies

Where any Tenancy is regulated under the Rent Act 1977, please answer the following enquiries:

15.1 Please state:

(a) when the Tenancy was first granted;

(b) whether the rent is registered and, if so, the amount of the current registered rent and the date of the most recent registration; and

(c) whether there has ever been a statutory succession of the Tenancy and, if so, full details of each such statutory succession.

N/A

15.2 If not already supplied with the Tenancy Documents please provide copies of

(a) the rent book;

(b) the most recent rent register; and

(c) any Notice of Increase (in rent) served and evidence of its service.

N/A

15.3 Where any Tenancy is considered to be a letting by a resident landlord under section 12 of the Rent Act 1977, please state:

(a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;

(b) the property occupied by the Landlord (including any family members) when the Tenancy was granted;

(c) whether you or any predecessor in title has continuously occupied that other property since the Tenancy was granted; and

(d) (where relevant) what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession.

N/A

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

15.4 Where any Tenancy is considered to be a restricted contract under sections 34-36 of the Housing Act 1988, please state:

(a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;

(b) what furniture or services the Landlord is contractually obliged to supply to the Tenant;

(c) what furniture or services the Landlord actually supplies to the Tenant; and

(d) (where relevant) what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession.

N/A

15.5 Where any Tenancy is considered to be a protected shorthold or a periodic protected tenancy under section 52 of the Housing Act 1980, please state:

(a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;

(b) what steps were taken to ensure that the statutory requirements for the creation of a protected shorthold tenancy were met;

(c) (where relevant) what steps (if any) you have taken, or proposes to take, to terminate the Tenancy and recover possession; and

(d) what steps (if any) have been taken by the Tenant to terminate the Tenancy.

N/A

16 Secure tenancies

Where any Tenancy is considered to be a secure tenancy for the purposes of the Housing Act 1985, please answer the following enquiries:

16.1 (unless apparent from the Tenancy Documents supplied) when was the Tenancy granted?

N/A

16.2 Has there ever been a statutory succession of the Tenancy? If so, please provide full details of each such statutory succession.

N/A

16.3 Where relevant, what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession?

N/A

16.4 Where relevant, please state the statutory grounds upon which you propose to seek to recover possession.

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

N/A

16.5 Is there any right to buy application pending? If so, please supply full details.

No

17 Long leases

17.1 Were any of the current Tenancies originally granted for a term certain of more than 21 years (**long leases**)?

No

17.2 Have any applications been made under section 35 of the Landlord and Tenant Act 1987 for the variation of any of those long leases?

N/A

17.3 Are any of the Tenants under those long leases continuing in occupation of the relevant Let Unit pursuant to Schedule 10 of the Local Government and Housing Act 1989 or Part 1 of the Landlord and Act 1954?

N/A

17.4 For any Tenancy which is a long lease for the purposes of the Local Government and Housing Act 1989, please answer the following enquiries:

(a) For how long has the current Tenant been the tenant of the Let Unit comprised in the long lease?

(b) Have any notices been served to terminate the long lease or to propose a statutory tenancy? If so, please provide full details.

N/A

18 Assured tenancies and assured shorthold tenancies

Where any Tenancy is considered to be an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (as amended by the Housing Act 1996) please answer the following enquiries:

18.1 Was the Tenancy granted to a person who, immediately before the Tenancy was granted, was a protected or statutory tenant or sub-tenant of the Landlord?

No

18.2 For how long has the current tenant actually been in occupation of the Let Unit?

Please refer to documentation provided.

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15

18.3 For any assured shorthold tenancy created before 28 February 1997, what steps were taken to ensure that the statutory requirements for the creation of an assured shorthold tenancy were met?

N/A

18.4 Have any notices been served by either the Landlord or the Tenant in relation to the Tenancy? If so please provide full details.

None other than those disclosed

18.5 Where applicable to the Tenancy, please provide evidence that the prescribed legal requirements that must be met before a notice may be served by the Landlord under section 21 of the Housing Act 1988 have been complied with.

Please refer to the documents in the auction site

18.6 Where the "right to rent" rules apply to the Tenancy, please:

(a) confirm that the necessary checks of the Tenant's right to rent under sections 20 to 37 of the Immigration Act 2014 were conducted at the appropriate time and in the required manner; and

(b) provide copies of the documents checked and evidence of when those checks were made.

Please refer to the documents in the auction site

19 Housing Act 2004

19.1 Are the current living arrangements at the Property such that it requires a Housing Act Licence?

The Seller is not aware that any licences are required and indeed none are in place

19.2 If the Property requires a Housing Act Licence, please:

(a) confirm that the Seller has obtained a Housing Act Licence;

(b) provide a copy of the Housing Act Licence; and

(c) confirm that the Seller is not aware of any breaches or alleged breaches of the terms of the Housing Act Licence or any disputes or complaints whether or not resolved.

N/A

© Member firms of LPSLG and Thomson Reuters (Professional) Limited 2002-15